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10
11 THE HONORABLE STANLEY A. BASTIAN
12

13
14 UNITED STATES DISTRICT COURT
15 EASTERN DISTRICT OF WASHINGTON AT SPOKANE

16
17 LUCAS M. CHANEY, individually, and
18 as guardian ad litem for TC, a minor,
19 and KATHLEEN CHANEY,

20 Plaintiffs,

21 vs.

22 AUTO TRACKERS AND RECOVERY
23 NORTH LLC, PATRICK K. WILLIS
24 COMPANY, INC., and SANTANDER
25 CONSUMER USA INC.,

26 Defendants.

No. 2:19-CV-00272-SAB

DEFENDANTS AUTO TRACKERS &
RECOVERY, LLC'S ANSWER TO
DEFENDANT PATRICK K. WILLIS
COMPANY, INC. AND
SANTANDER CONSUMER USA
INC.'S CROSS-CLAIM

In answer to the Cross-Claim jointly asserted by Defendant Patrick K. Willis Company, Inc. and Santander Consumer Company Inc., ("PK Willis/Santander"), Defendant Auto Trackers and Recovery North, LLC, ("Auto Trackers"), admits, denies, and alleges as follows:

DEFENDANT AUTO TRACKERS & RECOVERY,
LLC'S ANSWER TO DEFENDANTS PATRICK K.
WILLIS & SANTANDER'S CROSS-CLAIM (Cause
No. 2:19-CV-00272-SAB) - 1
so/AED6679.043/3374574x

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I. PARTIES

1.1 Auto Trackers lacks sufficient information to admit or deny the allegations in Paragraph 1.1 and therefor denies them.

1.2 Auto Trackers admits it is an Idaho limited liability company located in Hayden, Idaho and does business in Spokane County, Washington.

II. JURISDICTION

2.1 Auto Trackers admits jurisdiction is proper. Any remaining allegations are denied for lack of information sufficient to form a belief as to the truth thereof.

2.2 Auto Trackers admits this Court has personal jurisdiction over Auto Trackers. Any remaining allegations are denied for lack of information sufficient to form a belief as to the truth thereof.

2.3 Auto Trackers admits venue is proper. Any remaining allegations are denied for lack of information sufficient to form a belief as to the truth thereof.

III. FACTS

3.1 Paragraph 3.1 does not contain allegations requiring a response. To the extent a response is required, Auto Trackers incorporates its responses to all preceding paragraphs by reference as if fully set forth herein.

3.2 Auto Trackers admits that on or about May 21, 2014, PK Willis and Auto Trackers entered into a Master Services Agreement.

3.3 Auto Trackers admits the Agreement speaks for itself. To the extent paragraph 3.3 mischaracterizes, misrepresents, or misquotes the terms of that Agreement, those allegations are denied. All remaining allegations, if any, are denied for lack of information sufficient to form a belief as to the truth thereof.

3.4 Auto Trackers admits the Agreement speaks for itself. To the extent paragraph 3.4 mischaracterizes, misrepresents, or misquotes the terms of that Agreement, those allegations are denied. All remaining allegations, if any, are denied for lack of information sufficient to form a belief as to the truth thereof.

3.5 Auto Trackers admits the Agreement speaks for itself. To the extent paragraph 3.5 mischaracterizes, misrepresents, or misquotes the terms of that Agreement, those allegations are denied. All remaining allegations, if any, are denied for lack of information sufficient to form a belief as to the truth thereof.

3.6 Auto Trackers lacks sufficient information to admit or deny the allegations in Paragraph 3.6 and therefor denies the same.

3.7 Auto Trackers admits it was hired by PK Willis to repossess a 2009 BMW X5 from Lucas M. Chaney. Any remaining allegations contained in paragraph 3.7 are denied for lack of information sufficient to form a belief as to the same.

3.8 Auto Trackers admits that Lucas Chaney, Kathleen Chaney, and their minor child have filed a Complaint in this matter. That document speaks for itself. Any remaining allegations contained in paragraph 3.8 are denied.

3.9 Auto Trackers admits that PK Willis has issued written communication concerning defense and indemnity of the lawsuit. That documentation speaks for itself. Any remaining allegations contained in paragraph 3.9 are denied.

3.10 Auto Trackers denies the allegations in paragraph 3.10.

3.11 Auto Trackers denies the allegations in paragraph 3.11.

3.12 Auto Trackers lacks sufficient information to admit or deny the allegations in Paragraph 3.12 and therefor denies them. By way of further

1 answer, Auto Trackers denies that it has engaged in any act or omission that has
 2 caused damage to PK Willis.

3 **IV. CAUSES OF ACTION**

4 **First Cause of Action: Declaratory Judgment**

5 4.1 Paragraph 4.1 does not contain allegations requiring a response. To
 6 the extent a response is required, Auto Trackers incorporates its responses to all
 7 preceding paragraphs as if fully set forth herein.

8 4.2 Auto Trackers denies the allegations in paragraph 4.2.

9 4.3 Auto Trackers denies the allegations in paragraph 4.3.

10 4.4 Auto Trackers is without sufficient information to form a belief as
 11 to the truth of the allegations in paragraph 4.4 and therefore denies the same.

12 4.5 Paragraph 4.5 consists of a legal conclusion to which no response is
 13 required. To the extent that paragraph 4.5 consists of any allegations of fact
 14 pertaining to Auto Trackers, it denies those allegations.

15 4.6 Paragraph 4.6 consists of a legal conclusion to which no response is
 16 required. To the extent that paragraph 4.6 consists of any allegations of fact
 17 pertaining to Auto Trackers, it denies those allegations.

18 **Second Cause of Action: Breaches of Contract**

19 4.7 Paragraph 4.7 does not contain allegations requiring a response. To
 20 the extent a response is required, Auto Trackers incorporates its responses to all
 21 preceding paragraphs as if fully set forth herein.

22 4.8 Auto Trackers admits it entered in an Agreement with PK Willis.
 23 That agreement speaks for itself and to the extent paragraph 4.8
 24 mischaracterizes, misrepresents, or misquotes the terms of that Agreement, those
 25 allegations are denied. All remaining allegations, if any, are denied for lack of
 26 information sufficient to form a belief as to the truth thereof.

4.9 Auto Trackers denies the allegations in paragraph 4.9.

4.10 Auto Trackers admits it entered in an Agreement with PK Willis.

That agreement speaks for itself and to the extent paragraph 4.10 mischaracterizes, misrepresents, or misquotes the terms of that Agreement, those allegations are denied. All remaining allegations, if any, are denied for lack of information sufficient to form a belief as to the truth thereof.

4.11 Auto Trackers denies the allegations in paragraph 4.11.

4.12 Auto Trackers denies the allegations in paragraph 4.12.

4.13 Auto Trackers lacks sufficient information to admit or deny the allegations in Paragraph 4.13 and therefor denies them.

All paragraphs and/or allegations not specifically addressed above are denied for lack of information sufficient to form a belief as to the truth of the same.

PRAYER FOR RELIEF

Auto Trackers denies that PK Willis/Santander are entitled to an award of any damages or to any other relief requested in their “Prayer for Relief”, including sub-parts A through F.

AFFIRMATIVE DEFENSES

Auto Trackers hereby incorporates all affirmative defenses asserted in its Answer to Plaintiffs' Complaint and asserts the following specific affirmative defenses to the cross-claim asserted by PK Willis/Santander:

First Affirmative Defense: PK Willis/Santander's cross-claim fails to state a claim upon which relief may be granted.

Second Affirmative Defense: PK Willis/Santander's cross-claim is premature as there has been limited discovery in this matter and there is no determination as to liability and/or damages.

Third Affirmative Defense: In accordance with RCW 4.22 et. seq., damages are to be apportioned according to the relative fault of all parties and non-parties.

Auto Trackers reserves the right to amend this answer by way of additional affirmative defenses, counterclaims, cross-claims, or by instituting third-party actions as additional facts are obtained through further investigation and discovery.

PRAYER FOR RELIEF

WHEREFORE, Auto Trackers prays for judgment:

1. Dismissing PK Willis/Santander's cross-claim against Auto Trackers with prejudice and without costs;
2. For Auto Trackers' attorney's fees and costs;
3. For such other and further relief as the Court deems just and equitable.

DATED this 23rd day of October, 2019.

By *s/Alfred E. Donohue*
s/Gabriella Wagner
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Gabriella Wagner, WSBA #42898
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Of Attorneys for Defendant A
Trackers & Recovery North, LLC

DECLARATION OF SERVICE

I hereby certify that this 23rd day of October, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

DATED this 23rd day of October, 2019, at Seattle, Washington.

s/Becky Phares
Becky Phares